

77752

AG Contract No. KR96 2698TRN
ADOT ECS File No. JPA 96-186
Project: RAM 600-2-502 H 0836 01C
Section: SR 51, 20th Street Sound Wall

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 7 APR 11, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION
(the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY
COUNCIL (the "City").

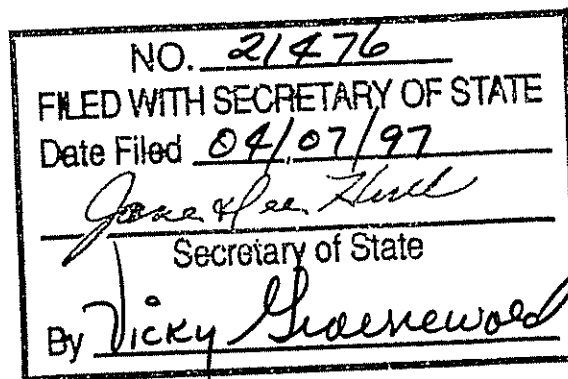
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project on SR 51 at 20th Street, the State has agreed to share the cost for the City to construct a noise mitigation wall, at an estimated cost to the State of \$64,340.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



II. SCOPE

1 The State will:

a. Upon execution of this agreement, pay the City the State's share of the cost of the Project, in an amount estimated at \$64,340.00.

2 The City will:

a. Award and administer the construction contract and make all payments to the contractor. Be responsible for any contractor claims for extra compensation.

b. Provide construction engineering during construction of the Project, and upon completion, approve and accept the Project on behalf of the parties hereto.

c. Upon execution of this agreement, invoice the State for the State's share of the cost of the Project, in an amount estimated at \$64,340.00.

d. Upon completion and acceptance of the work, provide maintenance to the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract change order, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

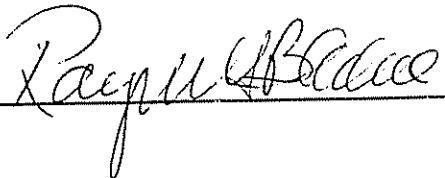
City of Phoenix
Planning Department
200 W. Washington - 6th floor
Phoenix, AZ 85003-1611

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

STATE OF ARIZONA
Department of Transportation

By 

By 
VICTOR MENDEZ
Assistant State Engineer

ATTEST

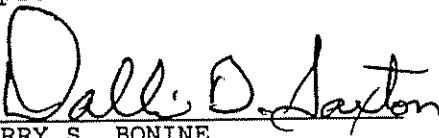
By 
VICKY MIEL
City Clerk

JPA 96-186

RESOLUTION

BE IT RESOLVED on this 11th day of December 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, enter into an agreement with the City of Phoenix to construct a noise mitigation wall on SR 51 at 20th Street.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

JAN 10 '97 DFR

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION REQUESTED Formal Action: Bid Award ☐ License Application ☐ Other ☐
Ordinance ☐ Resolution ☒ Emergency Clause? ☐ (Y/N)

SUBJECT DISTRICT NO. 3 Agreement between ADOT and the City of Phoenix
for a noise wall along the east side of the Squaw Peak Freeway
between Northview and Orangewood Avenues
(NOTE: Include the word DISTRICT or CITYWIDE in Subject.)

PREPARED BY Name: Jim Baughman Phone: 262-4065 WP Doc: _____
Backup being sent under separate cover? (Y/N) N

RECOMMENDED BY Department Name: Planning Department
Date Prepared: 1/6/97 Div. Approval: _____
Req. Agenda Date: 1/22/97 Dept Approval: David E. Richert DR
If prepared for a different department:
Dept. Name/Approval: _____

BID AWARD/ FORMAL ACTION Bid Bond Required? ☐ Performance Bond Required? ☐
Submitted By Low Bidder? ☐ Amount? \$ _____
Contract Required? ☐ Requisition No. _____
Contract Amendment? ☐ Current Contract No: _____
Approved by: Ord. _____ FA _____ on Date: _____

BUDGET INFORMATION \$ 64,340.00 To Be Encumbered? N (Y/N)
Fiscal Year? 1996-97
Source of Funds: Reimbursement from ADOT for noise wall
Index Code (s): Deposit in 955302 (Squaw Peak Frewy Mitg)
Subobject(s): 4702

CITY MANAGER'S OFFICE

C.M Control Number _____

RECORDS SECTION CITY CLERK DEPARTMENT
File Number: _____ RCA Number: _____
Ordinance Number: _____ Resolution Number: _____
AGENDA ACTION This item was: _____
Contract Number (if applicable): _____
Comments: _____

COUNCIL SUPPORT Agenda Date: _____ ITEM NUMBER: _____

DISTRICT NO. 3 - AGREEMENT BETWEEN
ADOT AND THE CITY OF PHOENIX FOR A
NOISE WALL ALONG THE EAST SIDE OF
THE SQUAW PEAK FREEWAY BETWEEN
NORTHVIEW AND ORANGEWOOD AVENUES

Request to authorize the City Manager to enter into an agreement with the State of Arizona through its Department of Transportation (ADOT) for construction of a noise wall along the east side of the Squaw Peak Freeway between Northview and Orangewood Avenues.

In accordance with a need identified in the Squaw Peak Freeway Specific Plan, the City has constructed a five-foot high noise wall. The wall is located on top of an earth berm, east of the Squaw Peak Freeway and west of 20th Street, between Northview and Orangewood Avenues. After negotiations with adjacent residents, additional noise mitigation beyond what the specific plan showed was requested by the neighborhood. ADOT was involved with these negotiations and agreed to participate in the construction cost of the additional noise mitigation. The total construction cost was \$97,050 and \$32,710 of that was paid for with city Freeway Mitigation Bond Funds.

ADOT will pay the State's share of the noise wall cost which is \$64,340.00. These funds will be returned to the Freeway Mitigation budget.

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RESOLUTION NO. 18861

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION TO SHARE THE COST FOR THE CONSTRUCTION OF A NOISE WALL ALONG THE EAST SIDE OF SQUAW PEAK FREEWAY, BETWEEN ORANGEWOOD AND NORTHVIEW AVENUES.

WHEREAS, the Squaw Peak Freeway Specific Plan identified a need for a noise wall on the east side of the Squaw Peak Freeway, between Northview and Orangewood Avenues; and

WHEREAS, negotiations with adjacent residents indicated that additional noise mitigation beyond what the Specific Plan required was requested by the neighborhood; and

WHEREAS, the Arizona Department of Transportation (ADOT) was involved in these negotiations and agreed to participate in the construction cost of the additional noise mitigation; and

WHEREAS, the City has constructed the noise wall as required and requested by the Squaw Peak Specific Plan and the neighborhood at a total cost of construction of NINETY-SEVEN THOUSAND FIFTY DOLLARS (\$97,050.00), of

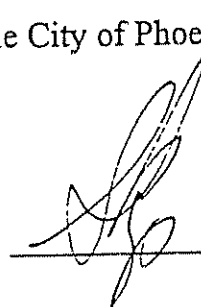
which THIRTY-TWO THOUSAND SEVEN HUNDRED TEN (\$32,710.00) was paid with City Freeway Mitigation Bond funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. The City Manager, or his designee, is hereby authorized to enter into an agreement with ADOT to reimburse the City an amount of SIXTY-FOUR THOUSAND THREE HUNDRED FORTY DOLLARS (\$64,340.00) as ADOT's share of the cost of construction of the noise wall along the east side of the Squaw Peak Freeway, between Northview and Orangewood Avenues.

SECTION 2. That upon receipt of these funds, they shall be returned to the Freeway Mitigation budget.

PASSED by the Council of the City of Phoenix this 12² day of January, 1997.


MAYOR

ATTEST:

 City Clerk

APPROVED AS TO FORM:

Michael J. House ^{ACTING} City Attorney

REVIEWED BY:

Frank H. H. H. H. City Manager

1/22/97
J.P.

WFB/rp/fapp-10477 **wab**
1/22/97 #7

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 28th day of February, 1997.

Michael D. Dineen
ACTING City Attorney W & B



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

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MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-2698TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED March 21, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ct/4291